

**DEPARTMENT OF MOTOR VEHICLE SAFETY**

**MAXIMUM RATE TARIFF NO. 1**

**INTRASTATE RATES AND CHARGES**

**Applying on**

**HOUSEHOLD GOODS**

**as described in**

**O.C.G.A. 46-1-1**

**Between**

**POINTS IN GEORGIA**

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**MAXIMUM RATE TARIFF NO. 1**

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**ISSUED: November 21, 2000**

**EFFECTIVE: November 1, 2001**

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**ISSUED BY**

**DEPARTMENT OF MOTOR VEHICLE SAFETY**

**2206 East View Parkway**

**P.O. Box 80447**

**Conyers, Georgia 30013**

**Pursuant to Georgia law, the functions of the Georgia Public Service Commission Transportation Division have been transfer to the Department of Motor Vehicle Safety.**

DEPARTMENT OF MOTOR VEHICLE SAFETY  
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**CHECK SHEET OF TARIFF PAGES AND SUPPLEMENTS**

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# **SECTION I**

  

# **RULES AND REGULATIONS**

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SECTION I

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RULES & REGULATIONS GOVERNING THIS TARIFF

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**CANCELLATION NOTICE**

This tariff cancels in whole or in part, as the case may be, all Class “B” tariffs presently on file with the Department of Motor Vehicle Safety which provide rates and charges on the movement of household goods to the extent outlined in Item 20 herein.

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**PARTICIPATING CARRIERS**

This tariff applies for account of all carriers holding authority under Class “B” Certificates to transport household goods as described in Item 20.

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▲ **ITEM 10A  
CANCELS  
ITEM 10**

**GOVERNING PUBLICATIONS**

This tariff is governed, except as otherwise provided by the following described publications and by supplements thereto and subsequent reissues:

- (1) Georgia Public Service Commission Transportation Rules issued March 1, 1989 and adopted by the Department of Motor Vehicle Safety.
  - (2) Household Goods Guide 17- Milemaker.
  - (3) SMC ProMiles.
  - (4) Highway Distance Table No. 3.
  - (5) MapQuest or any Internet website promoting the shortest driving directions.
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▲ **ITEM 20A  
CANCELS  
ITEM 20**

**APPLICATION OF TARIFF**

This tariff is applicable only on intrastate traffic, i.e. traffic having origin, destination and entire transportation within the State of Georgia as authorized under the Department of Motor Vehicle Safety Class “B” Household Goods Certificates, except that it will not apply for carriers that maintain individual tariffs providing for transportation under a points system. Apply rates and provisions published in individual tariffs.

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**ITEM 30**

**DISCOUNTS FROM MAXIMUM RATES OR CHARGES**

The rates and charges provided herein are maximum rates. Carriers may not exceed the maximum rate or charge applicable for any individual component set forth herein.

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**ITEM 40**

**SCOPE AND APPLICATION OF TARIFF**

Subject to the rules and regulations contained in Section I the rates and charges shown in Sections II and III are the maximum rates and charges to be assessed by all carriers participating in this tariff, for all movements of household goods in Georgia except those shipments that move exclusively within the city limits of incorporated municipalities.

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**ITEM 50**

**COMMODITY DESCRIPTION**

Household goods means personal effects and property used or to be used in a dwelling. All property transported under the commodity description as set forth above shall be subject to minimum weights and maximum rates and charges as set forth in this tariff.

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**ITEM 60**

**REISSUED ITEMS OR PAGES**

References made herein to items, rules or pages in this tariff include reference to reissue of such items, rules or pages.

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▲ **ITEM 70A**  
**CANCELS**  
**ITEM 70**

**MILEAGE AND APPLICATION**

Where rates herein are based on mileage as contained in Section III, the applicable distance or mileage shall be determined by use of **all applicable distance or mileage sources listed in Item 5-5-3 of the Transportation Rules of DMVS, (Chapter 5, page 22).**

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**ITEM 80**

**DISPOSITION OF FRACTIONS & PARTS OF HOURS**

Dispose of fractions in computing a charge by omitting fractions of less than one-half of one cent and change fractions of one-half of one cent and greater to the next whole cent. Fractions of an hour on charges based on hourly rates will be disposed of as follows: Where the time involved is 15 minutes or less the charge shall be for one-quarter hour. When in excess of the 15 minutes but not more than 30 minutes the charge shall be for one-half hour. When in excess of 30 minutes but not more than 45 minutes the charge shall be for three-quarters hour. When in excess of 45 minutes and not over one hour the charge shall be for one hour.

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**ITEM 90**

**VALUATION**

- (A) If shipper declines to declare the value of the shipment or agree to a release value in writing, the shipment will not be accepted.
- (B) As used in this tariff, the phrases, "released value", "declared value", "value declared by shipper", and "lump sum value" shall have the same meaning.
- (C) On any shipment where the transportation charge is based on weight and distance and/or hourly rated movements as provided for in this tariff, the carrier's maximum liability shall be as provided in (1) and (2) below:
  - (1) Actual cash value provides for reimbursement for loss or damages not exceeding Three Hundred (\$300.00) dollars per move, based on depreciated value at the time of loss or damage. Should goods be involved in a catastrophe such as fire, accident or of any other nature, excluding Acts of God the carrier will assume liability not to exceed twenty five hundred (\$2,500.00) dollars.
  - (2) Full Value Protection provides coverage based on current replacement value at the time of loss or damage, up to the dollar amount of valuation declared by the shipper.

Conc. on following page

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**ITEM 90**  
**continued**

- (D) For additional carrier liability as provided for in paragraph (c) above, excess valuation charges published in Item 590 will apply.
- (E) The released value must be entered on the "Addendum To Uniform Household Goods Bill of Lading" and must be completed and signed by the person signing the Bill of Lading. The released value and the carrier's maximum liability (whether or not loss or damage occurred from carrier negligence), as determined under this Rule, shall apply to any claims resulting from the performance or failure to perform by carrier of any services, including accessorial services, which carrier has contracted to perform.

**ITEM 100**

**CANCELLATION OF 1ST REVISED AND REVISED PAGES**

When this tariff is amended by revised pages, the cancellation of prior pages except the title page will be effected by means of this rule. A revised page will not show a cancellation notice except when a cancellation notice is necessary because of suspension, rejection, or other reason. Revisions of each page will be filed in numerical sequence.

Except where a specific cancellation is shown on a new revised page, a revised page cancels any and uncanceled revised or 1st REVISED pages or uncanceled portions thereof, which bear the same page number (SEE EXCEPTION). For example: "First Revised Page 10" will have the effect of canceling 1st REVISED Page 10, "45<sup>th</sup> Revised Page 12" will have the effect of canceling 44<sup>th</sup> Revised Page 12, m "13<sup>th</sup> Revised Page 4-A" will have the effect of canceling 12<sup>th</sup> Revised page 4-A, and also, 11<sup>th</sup> Revised Page 4-A if the cancellation of 12<sup>th</sup> Revised Page 4-A takes place on or before its effective date.

EXCEPTION – When a specific cancellation on a prior revised page excepts a previously filed page wholly or in part, this rule does not have the effect of canceling such excepted previously filed page or portion thereof.

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**ITEM 110A  
CANCELS  
ITEM 110**

**COMPUTING CHARGES**

- (a) Except as otherwise provided herein, weight and distance rates in this tariff are stated in dollars and cents per 100 pounds and total charges shall be computed by multiplying weight of each shipment by the rate shown per one hundred pounds, except as provided in paragraph (b) of this rule.
- (b) Transportation charges based on actual weight of the rate provided thereof shall not exceed charges based on the next higher minimum weight at the rate provided for such higher minimum weight. The weights shown under columns headed "Break Point" in Section III are the weights at which a lower charge develops by use of minimum weight and applicable rate shown in the next higher weight bracket.
- (c) Hourly charges will be computed by applying the proper hourly rate contained in Section II to the actual number of hours required to accomplish the move.
- (d) A two (2) hour minimum on weekdays and a three (3) hour minimum on weekends and holidays may be charged.

**ITEM 120**

**COMPLETE OCCUPANCY OF VEHICLE**

Subject to the availability of equipment for the particular service desired, a shipment, the displacement of which completely occupies the loading space of a vehicle, or the peculiar character of which otherwise prevents its transportation which other shipments on the same vehicle, will be accepted at charges computed on the actual weight subject to a minimum weight based on 7 pounds per cubic foot of total vehicle space.

(See Item 160)

Bill of Lading and Freight Bill to be marked or stamped:

COMPLETE OCCUPANCY OF A VEHICLE-SHIPMENT MOVING AT WEIGHT OF .....POUNDS  
ACUTAL WEIGHT .....POUNDS

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**ITEM 130**

**EXCLUSIVE USE OF A VEHICLE**

Subject to the availability of equipment, a shipper may order use of a vehicle of specific cubic capacity for transportation of a shipment. Transportation charges shall be based on actual weight subject to minimum charges as follows:

1. If the capacity of vehicle ordered 1,000 cu. ft. or less, the minimum charge shall be based on 7,000 pounds.
2. If the capacity of vehicle ordered is in excess of 1,000 cu. ft., the minimum charge shall be based on 7 pounds per cubic foot of total vehicle space ordered. If at time for loading such shipment, carrier does not have available a vehicle of capacity ordered, carrier may substitute a vehicle or vehicles of an equivalent or greater capacity and transportation charges and minimum therefor shall be the same as would apply had carrier furnished a vehicle of the capacity ordered. (See Item 160). Bill of Lading and Freight Bill to be marked or stamps:

EXCLUSIVE USE OF A VEHICLE OF.....CU.FT. CAPACITY ORDERED BY SHIPPER  
SHIPMENT MOVING AT WEIGHT OF.....POUNDS  
ACTUAL WEIGHT.....POUNDS

**ITEM 140**

**SPACE RESERVATION FOR A PORTION OF VEHICLE**

Subject to availability of equipment, shipper may reserve a portion of the capacity of a vehicle by ordering a specific quantity of space, in units of 100 cu. ft., and accepting transportation charges based on actual weight of shipment subject to minimum transportation charges as follows:

300 cu. ft. or less..... 2100 pounds  
More than 300 cu. ft..... 700 pounds per 100 cu. ft. unit ordered

Bill of Lading and Freight Bill to marked or stamped:

SPACE OF.....Cu. Ft. ORDERED BY SHIPPER  
SHIPMENT MOVING AT WEIGHT OF.....POUNDS  
ACUTAL WEIGHT.....POUNDS

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**ITEM 150**

**EXPEDITED SERVICE**

1. Expedited Service used herein means tendering delivery of a shipment on a specified date, subject to the following minimum weights:
  - a. 4,000 lbs for shipment moving from 51 miles to and including 70 miles.
  - b. 5,000 lbs for shipments moving more than 70 miles, but less than 201 miles.
  - c. 6,000 lbs for shipments moving 201 miles or more.
2. Subject to the availability of equipment for the particular service desired, shippers may obtain expedited service on shipment of less than the weights described in 1, above, and transportation charges shall be computed on the basis of applicable minimum weight above, and tariff rates applicable to such minimum weights. The carrier shall not be required to provide exclusive use of vehicle under this rule. For exclusive use of vehicle refer to Item 130. Bill of Lading and Freight Bill to be marked or stamped:

EXPEDITED SERVICE ORDERED BY SHIPPER-DELIVERY (TENDER) ON \_\_\_\_\_ (DATE).

3. Except in case of the fault of the shipper, in the event the shipment is not tendered for delivery on the delivery date, this Item shall not apply. In such case the charges for the shipment shall be subject to all other applicable rules and provisions of the tariff.

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**ITEM 160**

**DISPLAY OF VAN SPACE**

The number of cubic feet of van space shall be legibly displayed on each side of the vehicle used by the carrier in rendering service under Item 120, 130 and 140.

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**ITEM 170**

**MINIMUM WEIGHT CHARGE**

Except as may be otherwise specifically provided for in this tariff, or as amended, a shipment weighting less than 1,000 pounds shall be accepted only at a weight of 1,000 pounds or applicable rates and charges based on weight shall be subject to 1,000-pound minimum.

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RULES & REGULATIONS GOVERNING THIS TARIFF

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**ITEM 180**

**BILL OF LADING**

- (a) Unless otherwise provided in this tariff, when property is transported subject to the provisions of this tariff, or as amended, the acceptance and use of the Uniform Household Goods Bill of Lading and Addendum as described herein is required.

If the bill of lading is issued on the order of the shipper, or his agent, in exchange or substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered as part of the 1st REVISED bill of lading as fully as if the same were written or made in connection with the 1st REVISED bill of lading.

Any alteration, addition or erasure on a bill of lading which shall be made without the special notation thereon of the agent of the carrier issuing the bill of lading shall be without effect and the bill of lading shall be enforceable according to its 1st REVISED tender.

- (b) The rates and charges shown herein are reduced rates conditioned upon the use of the Uniform Household Goods Bill of Lading. Consignor, at his option, may elect not to accept the terms of the Uniform Household Goods Bill of Lading, and in lieu thereof to have the carrier transport the property with carrier's liability limited only as provided by common law and by the laws of the United State and the several States insofar as they apply not subject to the terms and conditions of the Uniform Households Goods Bill of Lading insofar as such terms and condition are not inconsistent with such common carrier's liability; the rate charged therefor will be 100 percent higher than the transportation rate contained in this tariff as would apply for such shipment if offered for transportation at a released value not exceeding \$300.00 depreciated value for the entire shipment.

When a consignor elects not to accept any of the terms of such bill of lading he must give notice to the initial carrier of such election. The initial carrier must indicate the receipt of such notice by writing or stamping thereon a clause signed by the carrier reading:

"In consideration of the higher rate charged, the property herein described will be carried and the services to be rendered hereunder will be performed, with the carrier's liability limited only as provided by law; but subject to the terms and conditions of this bill of lading insofar as they are not inconsistent with such common carrier's liability."

- (c) All rates and charges herein are dependent upon the shipment being released in accordance with the provisions of Item 90 of this tariff.

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**ITEM 190**

**BASIS OF WEIGHT**

- (a) The tare weight of each vehicle used in the transportation of household goods shall be determined by having it weighed prior to the transportation of each shipment, without the crew thereon, by a certified weigh-master or on a certified scale, and when so weighed the gasoline tank on each such vehicle shall be full and the vehicle shall contain all blankets, pads chains, dollies, hand trucks, and other equipment needed in the transportation of such shipment.
- (b) After the vehicle has been loaded it shall be weighed, without the crew hereon, prior to delivery of the shipment and the net weight shall be determined by deducting the tare weight from the loaded weight, except that in instances where no adequate scale is located at origin or at any point within a radius of 10 miles thereof, a constructive weight, based on seven pounds per cubic foot of properly loaded van space, may be used. The gross weight, tare weight, and net weight, or the constructive weight, shall be shown on the Bill of Lading and Freight Bill.
- (c) In the transportation of part loads this rule shall apply in all respects, except the gross weight of the vehicle containing one or more part loads may be used as the tare weight of such vehicle as to part loads subsequently loaded thereon, and a part load for any one shipper, not exceeding 1,000 pounds, may be weighed on certified scale prior to being loaded on a vehicle, such part load to be accompanied by a weight ticket evidencing such weighing.
- (d) All tare, gross, actual or constructive weights shall be properly certified to by the person or persons who ascertained such weights.

NOTE: For re-weighing charges see Item 550 Special Rate & Charges.

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**ITEM 200**

**STORAGE IN TRANSIT**

- (a) Storage in transit of shipments covered by this tariff is the holding of the shipment in the warehouse or the carrier of its agent, for storage, pending further transportation, and will be affected only at the specific request of the shipper. For the propose of this Item, a carrier may designate any warehouse to serve as its agent.
- (b) Subject to Item 270, payment for accumulated transportation and other lawful charges, at the option of the carrier, may be required from the consignor or consignee at time storage in transit shipment is delivered to the storage warehouse.

Conc. on following page

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**ITEM 200**  
**continued**

- (c) Except as otherwise provided in paragraph (d), shipments moving under this rule may be stored only once and for a period not to exceed one hundred eighty (180) days from date of unloading into the warehouse. When not removed at the expiration of the time limit specified herein, the in transit character of the shipment will cease, the warehouse shall be considered the destination of the shipment, the warehouseman shall be agent for the shipper and the property shall then be subject to the rules, regulations and charges of the warehouseman. When a shipment remains in storage after expiration of the one hundred eighty (180) days, all accumulated carrier charges must be paid as follows:
1. Transportation charges for pick-up or delivery as provided in paragraph (e).
  2. Storage charges for one hundred eighty (180) days as provided by this tariff.
  3. Additional services, advances or other lawful charges (if any).
- (d) When the shipper has given notice for final delivery of the shipment on a date five (5) days, not including Saturday, Sunday and holidays, prior to the expiration of the thirty (30) day period and the carrier, by no fault of the shipper, fails to provide transportation within the thirty (30) day period, storage charges shall not apply beyond the thirty (30) day period. When the shipper has given notice for final delivery of the shipment on a date fifteen (15) days prior to the expiration of the one hundred eighty (180) day period and the carrier, by no fault of the shipper, fails to provide transportation within the one hundred eighty (180) day period, storage charges shall not apply beyond the one hundred eighty (180) day period.
- All other provisions under the tariff will continue in effect until further transportation is made available by the carrier. Until all lawful charges are paid, property will remain in carrier's or agent's warehouse subject to a lien for all such charges.
- (e) The transportation charges to apply on shipments stored in transit under this rule and forwarded from warehouse will be (a) the applicable tariff rate from initial point of pick-up to warehouse, and (b) the applicable tariff rate from warehouse location, which, for rate application purposes, will be considered a new point of origin, to destination point, viz:
1. When storage in transit is accorded at point of origin or destination the pick-up or delivery transportation rate for distance of fifty (50) miles or less will be as shown in SECTION II.
  2. When storage in transit is accorded at any other point the pick-up or delivery transportation rate for distances beyond fifty (50) miles will be as shown in SECTION III and mileage determined as provided by the effective mileage guide.
- (f) Shipper or owner, upon proper notice in writing to the carrier before departure of the shipment, may change destination 1st originally shown on the Bill of Lading.
- When the destination of the shipment is changed such change must be recorded on the Bill of Lading. When the in transit character of the shipment is terminated at the warehouse before the expiration of the time limit specified in paragraph (c), the transportation and other lawful charges shall apply in identical manner as provided in paragraph (c).

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**ITEM 200**  
**continued**

- (g) When a storage in transit shipment has been placed in a carrier's or agent's warehouse, both the carrier and the warehouse must have in their possession records showing the following:
- (1) An itemized list of the shipment with the Bill of Lading number noted thereon. (2) Point of origin and destination. (3) Condition of each article when received at and forwarded from the warehouse. (4) The dates when all charges, advances, or payments were made or received. (5) Dates shipment was delivered into and forwarded from the warehouse.
- (h) During the storage in transit period, shipper may withdraw a portion of the property, provided that all accrued charges on the shipment are paid prior to such withdrawal, except as provided by Item 270. When the selection of the items to be withdrawn requires unstacking and/or restacking of the shipment, charges for such handling shall be assessed in accordance with Item 570. Charges for transportation furnished, if any, for portion selected for delivery shall be assessed on the same basis as would apply to that portion as an individual shipment.

With reference to the portion of the shipment which remains in the warehouse, the shipper may elect in writing to terminate the storage in transit service and place the remaining property on storage with the warehouseman in possession, in which event the warehouse shall be considered the destination of the shipment. If the shipper elects to have remaining portion remain on storage in transit, the following shall be applicable:

1. Storage charges, if any for the balance of the storage in transit period, shall be assessed on the same basis as would apply to that remainder as an individual shipment.
2. Charges for transportation furnished, if any, for delivery of the remainder of the shipment shall be assessed on the same basis as would apply to that portion as an individual shipment.

NOTE: The transportation rates and charges applicable to shipments stored in transit are those in effect on the date of the 1st REVISED shipment.

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**ITEM 210**

**HOURLY RATE TRANSPORTATION APPLICATION**

In calculating transportation on shipments moving for a rate making distance of fifty (50) miles or less (when point of origin and destination are not within the corporate limits of the same municipality), the hourly rates as shown in Section II shall apply. In no event are the rates for transportation charges in Section III applied on hauls of fifty (50) miles or less.

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**ITEM 220**

**ARTICLES LIABLE TO CAUSE DAMAGE**

- (a) Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property.
  - (b) The carrier will not accept for shipment articles, which cannot be taken from the premises without damage to the article or the premises.
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**ITEM 230**

**IMPRACTICABLE OPERATION**

The carrier shall not be obligated to perform pickup or delivery or render any service at a place or places from or to which it is impracticable to operate vehicles because of:

- 1. The condition of roads, streets, driveways, alleys, or approaches thereto;
  - 2. Inadequate loading or unloading facilities.
  - 3. Any riot, strike, picketing or other labor disturbance.
- 

**ITEM 240**

**INCOMPLETE DELIVERY OR AUXILIARY SERVICE**

- (a) When a shipment is tendered for delivery at destination address and it is physically impossible to complete delivery "directly from transporting vehicle" due to inaccessibility of the building, its structure or the nature of an article or articles included in the shipment, the carrier may place the shipment or any part thereof not reasonably possible of delivery, in storage at the nearest available warehouse of the carrier, or a commercial warehouse to the order and expense of the shipper, owner, or consignee of the goods. When the shipment or any part thereof is stored in a commercial warehouse, liability of the carrier ceases upon delivery to the warehouse, and when stored in the carrier's warehouse or that of the carrier's agent, liability after the delivery to the warehouse shall be that of the warehouseman and not a common carrier. All accrued charges shall be due and payable upon delivery of the shipment or any part thereof to the warehouse (and later delivery to a final destination shall constitute a new shipment). The transportation shall be based upon the total mileage computed from origin to final destination via initially billed destination.

Conc. on following page

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**ISSUED: November 21, 2000**

**EFFECTIVE: November 1, 2001**

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DEPARTMENT OF MOTOR VEHICLE SAFETY  
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**ITEM 240**  
**continued**

- (b) At the option of the shipper, owner, or consignee delivery will be tendered to shipper, owner, or consignee at the nearest point of approach to desired location, or if possible to accomplishment and by order of the shipper, owner, or consignee, delivery will be effected by auxiliary means from the transporting vehicle to desired location at an additional charge as provided in SECTION II.

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**ITEM 250**

**CLAIMS**

- (a) Any claim for loss, damage or overcharge shall be in writing and filed with carrier within ninety (90) days after a reasonable time for delivery has lapsed. As a condition precedent to any claim adjustment or payment, said claim shall be accompanied by the 1st REVISED paid bill for transportation and 1st REVISED bill of lading, if not previously surrendered to the carrier. Carrier may require certified or sworn statement of claim.
- (b) Carrier shall be immediately notified of all claims for concealed and/or external damage and shall be given reasonable opportunity to inspect alleged external damage or concealed damage in 1st REVISED package.
- (c) The carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged with material of like kind and quality not exceeding the actual cash value of the property at time and place of loss, but in no event to exceed the released value as determined under Item 90.
- (d) The carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper, or the authorized agent of either. When the carrier is directed to unload or to deliver property (or render any services) at a place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.
- (e) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before loading.
- (f) The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the released value as determined under Item 90.

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**ITEM 260**

**HOISTING SERVICE**

- (a) Hoisting service will be performed only at points where carrier possesses necessary equipment and experienced personnel to properly perform such service, weather conditions permitting. Otherwise, upon request of shipper, consignee or owner of the goods, the carrier will endeavor to arrange for qualified service, if available, at the expense of shipper, consignee, or owner of the goods. The carrier may advance the amount necessary to perform the service, which is to be reimbursed to the carrier upon presentation of the paid bill thereof. The carrier will not be responsible for damage to shipment or property in instances where it does not perform the service with its own personnel.
- (b) In the event that qualified service is not available, the carrier may deposit that part of the shipment requiring hoisting in the nearest available warehouse, subject to a lien for all lawful charges, and the shipment shall be considered as having been delivered.

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**ITEM 270**

**HANDLING AND STORAGE**

Except as otherwise provided herein, the rates for transportation include the disassembling of set-up pieces of furniture at their location in the establishment of owner, the physical handling from such location to the van, stowage of same within the van body, unloading of goods at destination, handling of same to place in establishment designated, and the setting up of pieces of furniture which were disassembled at origin, provided:

If the shipment is delivered to or picked up at a warehouse, the rate for transportation include only the unloading and loading at the door, platform or other point convenient or accessible to the vehicle at the warehouse.

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**ITEM 280**

**ARTICLE**

Each shipping piece or package and contents thereof shall constitute one article except the total component parts of any article taken apart or knocked down for handling or loading in "COMPLETE" vehicle shall constitute one article for the purpose of determining carrier's liability as provided in Item 90.

NOTE: When an entire shipment is transported in containers, lift vans or shipping boxes, each shipping package, piece or loose item not enclosed within a package in such containers, lift vans or shipping boxes will constitute the article

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**ITEM 290**

**PERISHABLE ARTICLES OR ARTICLES OF EXTRAORDINARY VALUE**

- (a) The carrier will not assume any liability whatsoever for: Documents, currency, money, jewelry, watches, precious stones, or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, revenue stamps, letters or packets of letters, articles of peculiarly inherent value, precious metals or articles manufactured therefrom, which are not specifically listed on the bill of lading.
- (b) Carriers will not accept for shipment frozen foods or other articles requiring refrigeration except as provided in paragraph (c) of this rule.
- (c) Frozen foods may be accepted for transportation provided:
  - 1. The food is contained in a freezer, which at time of loading is operating at normal deep freeze temperature.
  - 2. The shipment is to be transported not more than 150 miles and/or delivery accomplished within twenty-four (24) hours from time of loading.
  - 3. No storage of shipment is required.
  - 4. No preliminary or en route servicing by use of dry ice, electricity, or other preservative methods is required of the carrier.

When such articles are included in a shipment with or without knowledge of the carrier, responsibility for condition or flavor will not be assumed by the carrier.

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**ITEM 300**

**INSPECTION OF ARTICLES**

When carrier or his agent believes it necessary that the contents of packages be inspected, he shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

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**ITEM 310**

**DIVERSION OF SHIPMENTS**

- (a) Upon instructions made or confirmed in writing by the consignor, consignee or owner, a shipment will be diverted subject to the following provisions:
- (b) The term diversion as used herein means:
  - (1) A change in the name of the consignor.
  - (2) A change in the name of the consignee.
  - (3) A change in the destination.
  - (4) A change in the route.
  - (5) Any other instructions given which are necessary to effect delivery and requiring an addition to or a change in billing or an additional movement of the shipment, or both.
- (c) When an order for diversion under this rule is received by a carrier, diligent effort will be made to locate the shipment and effect the change desired, but the carrier will not be responsible for failure to effect the change ordered unless such failure is due to the error or negligence of the carrier or its employees.
- (d) Charges on a shipment, which has been diverted, will be assessed at the lawfully applicable rate from origin to destination via the point of diversion over the route of movement.

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**ITEM 320**

**PAYMENTS**

- (a) The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and charges thereon have been paid in cash, certified check, traveler's check, or bank check (one drawn by a bank on itself and signed by an officer of the bank), except where other satisfactory arrangements have been made between the carrier and the consignor or consignee, in accordance with the rules and regulations of the Georgia Public Service Commission.
- (b) Nothing herein shall limit the right of the carrier to require, at time of or before shipment, the prepayment in part or in full or guarantee of the charges.
- (c) Subject to the foregoing paragraphs, provisions for payment of charges on storage in transit shipments is contained in Item 200.

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**ITEM 330**

**REGULAR HOURS OF SERVICE**

Regular hours for service shall be between 8 A.M. and 5 P.M. on each day of week except Saturdays, Sundays, and holidays of New Years Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When the holiday falls on Sunday the following Monday will be considered as a holiday.

Delivery will be tendered during regular hours of service unless agreed to otherwise by carrier and shipper.

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**ITEM 340**

**DRAYAGE FOR STORAGE**

On all shipments moving to or from carrier's warehouse platform or door in connection with storage (when point of pick-up or delivery and warehouse are not within the corporate limits of the same municipality) the pick-up or delivery transportation rate will be the charge in, SECTION II, for distances up to 50 miles and the distance charges in Section III for greater distances, for the actual mileage from point of pick-up or delivery to municipality in which warehouse is located as provided by the applicable Highway Distance Table.

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**ITEM 350**

**EXTRA PICK-UP OR DELIVERY**

Portions of a shipment may be picked up at more than one place and delivered to more than one place. Charges will be for total weight of entire shipment for total distance from first point of pick-up to final point of delivery, plus additional service charges applicable to each portion of the shipment. (See Item 530) The total charges for picked up or delivered portions shall not, in any case, exceed the total charges as would apply if computed to each portion as a separate shipment.

This rule is not applicable in connection with hourly rated shipments.

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**ITEM 360**

**PREPARATION FOR SHIPMENT**

- (a) Unless otherwise provided, articles tendered for transportation must be in such condition and so prepared for shipment as to render the transportation thereof reasonably safe and practicable.

**Packing to Be Accomplished by Shipper or Carrier**

- (b) Articles requiring packing, crating, wrapping, or servicing as provided for in this rule, may be prepared for shipment by the shipper or his agent, or the carrier will perform this service at the request of and for the account of the shipper, as provided in SECTION III of tariff.

When performing their own packing (PBO), the shipper and/or his appointed agent, shall cause PBO cartons to be properly identified and marked with the general contents. Carrier shall have the right to open and inspect any "PBO" carton to verify contents. Carrier will not be liable for damages occurring on "PBO" cartons, unless specific exterior damages are noted and inspection takes place with the carrier's representative at the time of delivery.

Cont. on following page

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**ITEM 360**  
**continued**

**Protection By Carrier**

- (c) Unless otherwise provided, articles having surfaces liable to damage by scratching, marring, or chafing, but of sufficient strength to allow other articles to be packed against or on top of same in a manner which will make transportation of the entire shipment reasonably safe and practicable if protected by sufficient wrapping will be wrapped at time of loading in furniture pads, covers, burlaps, or wrappers which are part of the carrier's regular equipment. The cost of this service is included in transportation rates named in tariff.

**Musical Instruments**

- (d) Musical instruments such as harps, guitars, banjos, mandolins, violins, cellos, trombones, cellos, trombones, drums, or similar instruments which require, for the safe transportation thereof, more protection than afforded by the carrier's regular equipment as provided for in Paragraph (c) of this rule, must be packed in the instrument's own case or other adequate container.

**Containers Required**

- (e) Bedding, books, carpets, rugs, china, glassware, pottery, silverware, statuary, clothing, curtains, draperies, kitchen utensils, lamp shades, table lamps, small articles such as tools, athletic and game equipment, and household articles such as clothes lines, poles, umbrellas, canes, irons, ornaments, and other small articles of less than one cubic foot displacement must be packed and tendered to the carrier in barrels, boxes, cartons, wrapped bundles or wrapped rolls, except that trunks, tubs, pails, baskets, or other containers or articles of furniture of the shipper may be substituted when of sufficient strength so that the use of such containers will render transportation of contents reasonably safe.

**Fragile Articles**

- (f) Fragile articles such as show cases, wall cases, canoes, works of art, scenery, lighting fixtures, linoleum's, statuary, marble slabs, mirrors, glass tops, pictures, paintings, models, antiques, and other similar articles which are easily broken or damaged, or articles upholstered or covered with material or fabric of a delicate nature or color, or other articles with delicate finishes which are easily soiled, torn, or damaged, must be fully protected by boxing, crating, or wrapping.

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**ITEM 360**  
**continued**

**Mechanical Equipment**

- (g) Equipment and articles such as washing machines, refrigerators, ironers, sewing machines, vacuum cleaners, heaters, ranges, radios, clocks, victrolas and or other similar articles, the surfaces of which can usually be protected by carrier's regular equipment as provided for in Paragraph (c) of this rule, must have all motors, mechanical parts and ornaments securely fastened, bolted, or tied in a manner to prevent loss, damage or impairment of functions.

**Secureness of Containers**

- (h) Unless otherwise provided, articles for which containers are specified must be securely enclosed by the containers so that no ends or other parts protrude and in a manner that will prevent loss of articles from such containers, and any articles that are easily broken or having surface liable to damage by chafing must be protected within the authorized shipping containers by or with liners, partitions, wrappers, excelsior, straw or other packing materials which will afford adequate protection against breakage or damage.

**Carrier not Obligated to Accept**

- (i) Tender for shipment of an article not protected by packing, crating, wrapping, or servicing, does not obligate the carrier to accept an article so offered for transportation when such protection is reasonably necessary for the safe transportation of the articles.

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**@ ITEM 370A**  
**CANCELS**  
**ITEM 370**

**PUBLIC WAREHOUSE DELIVERY**

When goods are consigned or delivered to a warehouse, the location of the warehouse will be considered the destination and must be so noted on the Bill of Lading and Freight Bill. The liability on the part of the carrier will cease when the shipment is unloaded at the warehouse. The shipment will be stored in the name of the owners, shipper, or consignee, subject to a lien for transportation and other lawful charges. **A carrier may supply containers, cartons, and paper pads upon shipper's request to protect household goods while in Public Storage at a cost not to exceed the charges in Item 510.**

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**ITEM 380**

**ADVANCING OF CHARGES**

Upon request of shipper, owner, consignee or agent thereof, charges incidental to the transportation of household goods, including such charges as cartage, storage, packing, insurance, etc., and charges for warehousing which have accrued against shipment, payment of which is necessary in order for carrier to obtain possession of the shipment, will be advanced by the carrier.

Charges advanced by the carrier under this rule are in addition to all other charges provided in this tariff and shall be paid by consignee as set forth in Item 320 of tariff.

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**ITEM 390**

**BULKY ARTICLES**

When a shipment includes automobile, boat or trailer, such shipment will be accepted at transportation charges computed on the actual weight, subject to a minimum weight based on seven (7) lbs. per. cu. ft. of total vehicle space occupied by the entire shipment

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@ **ITEM 400A**  
**CANCELS**  
**ITEM 400**

**INFORMATION TO BE INCLUDED ON UNIFORM HOUSEHOLD GOODS BILL OF LADING**

1. The statements shown in 2 (b) and (c) must be printed on face of Bill of Lading in a distinctive color and type.
2. In addition to the above statements printed in distinctive color and type on face of Bill of Lading, the following information must be pre-printed on the face of the Uniform Household Goods Bill of Lading:
  - (a) The name of the motor carrier (not the agent's name), which will transport the shipment.
  - (b) The name, address, and telephone number of the office of the carrier.
  - (c) The name, address, and telephone number of a person to whom notification when required, shall be sent, except when not furnished by the shipper.
  - (d) The preferred delivery date or the period of time within which delivery of the shipment may be expected to be made at destination.
  - (e) Department of Motor Vehicle Safety MCA number.
  - (f) As of January 1, 2005, all Bills of Lading must be numerically pre-numbered by an authorized printer, not hand numbered.

Conc. on following page

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▲ **ITEM 400A**  
**continued**

3. The suggested format of the face of the Bill of Lading is for information purposes, and carrier may vary such format providing the required information contained in this rule is shown thereon. The contract terms and conditions of the Bill of Lading, to appear on reverse side thereof, are a part of this tariff and all information shown herein must be on Bills of Lading issued under provisions of this tariff.
  4. Pages 49 through 55 of this tariff contain sample faces of Bill of Lading, and the actual contract terms and conditions that must appear on the reverse side thereof.
- 

**ITEM 410**

**SERVICES ORDERED BY CARRIER AT SPECIFIC REQUEST OF SHIPPER**

At specific written request of shipper, carrier will attempt to arrange for any services, not available under the provisions of this tariff necessary for the satisfactory conduct of the move. Shipper will be fully responsible for actual charges assessed for any service of any person, company or entity, when shipper so directs carrier to obtain such service and carrier does so arrange. Carrier will not be responsible for quality of products furnished, services performed or damages to property or premises, as a result of engaging any such third person or persons, and carrier acts specifically as agent only of shipper when such services are ordered by shipper.

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**ITEM 420**

**EXCESSIVE MILEAGE**

When, at specific request of shipper, a shipment is transported a distance in excess of the mileage shown in the rate table (s) of Section III, charges shall be computed by first finding in the applicable weight column the rate shown for greatest distance, and adding to this rate fifty (.50) cents for each additional 100 miles or fraction thereof in excess of the distance shown in the rate table to obtain per hundred pound rate applicable on the shipment.

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**ITEM 430**

**OVERFLOW**

When a shipment is so loaded that one or more vehicles are loaded to capacity and an overflow remains, which does not require the full capacity of another vehicle, such overflow will be charged for the actual weight and at the applicable rate or rates of the combined weight of the total shipment.

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**ITEM 440**

**NON BINDING ESTIMATES SUBJECT TO 110% RULE**

Motor carriers subject to the rules and regulations of this tariff may at the shipper's request supply a non binding written estimate of charges for services to be rendered. All such estimates shall have clearly indicated on the face of them that the estimate is non binding on the part of the carrier and that the charges shown are the approximate charges which will be assessed for the services identified in the estimate. The estimate must clearly describe the shipment and all services to be provided and be prepared in such format as provided in SECTION V

At the time of delivery of a collect on delivery shipment, except when such shipment is being delivered to a warehouse for storage at the request of the shipper, the shipper may request delivery of the shipment upon payment, in a form acceptable to the carrier, an amount not the exceed 110% of the estimated charges. The carrier, shall, upon request of the shipper, relinquish possession of the shipment upon payment of not more than 110% of the estimated charges and shall defer demand for the payment of the balance of any remaining charges for a period of thirty (30) days following the date of delivery.

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**ITEM 450**

**BINDING ESTIMATE**

Motor carriers subject to the rules and regulations of this tariff may upon shipper request provide a binding estimate of services to be rendered. All such estimates shall be in writing and have clearly indicated on the face thereof that the estimate is binding on both the carrier and the shipper. The estimate will be provided in such format as specified in SECTION V. The estimate must clearly describe the shipment and all services to be performed. At time of shipment any services performed by the carrier at the request of the shipper and not covered in the binding estimate will be billed at the appropriate rate.

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**ITEM 460**

**NOT TO EXCEED ESTIMATE**

Motor carriers subject to the rules and regulations of this tariff may upon shippers request provide a not to exceed estimate of services to be rendered. All such estimates shall be in writing and have clearly indicated on the face thereof that the estimate is binding on both the carrier and shipper. Estimated cost of service will include a cost figure not to exceed for all services to be rendered. The estimate will be provided in such format as specified in SECTION V. The estimate must clearly describe the shipment and all services to be performed. At time of shipment any services performed by the carrier at the request of the shipper and not covered in the not to exceed estimate will be billed at the appropriate rate.

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**ITEM 470**

**LOST OR DESTROYED SHIPMENTS**

No motor carrier transporting household goods, as defined in Georgia Code 46-1-1, in intrastate commerce, shall collect or require a shipper to pay any published freight charges (including accessorial or terminal service) when a shipment is completely or totally lost or destroyed in transit. A carrier shall collect and the shipper would be required to pay any specific valuation charges that may be due. This rule shall not apply to the extent that any such loss or destruction is due to the act or omission of the shipper. Carrier shall maintain ownership of any and all items reimbursed to shipper in this situation.

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## Section II

# Hourly Rates For Moves 50 Miles And Less

Item 480      Hourly Charges

Item 490      Hourly Packing and Unpacking Charges At Time Of  
Move

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SECTION II

HOURLY TRANSPORTATION CHARGES

**@ ITEM 480A  
CANCELS  
ITEM 480**

**HOURLY CHARGES**

On shipments as defined in Item 210, the following maximum hourly rates and other charges shown herein shall apply:

**SECTION A**

<b>Regular Time</b> (See Item 330)		<b>Overtime</b> (See Item 330)	
VAN & 2 MEN	\$ 93.00	VAN & 2 MEN	\$116.00
VAN & 3 MEN	\$120.00	VAN & 3 MEN	\$153.00
VAN & 4 MEN	\$147.00	VAN & 4 MEN	\$190.00
VAN & 5 MEN	\$174.00	VAN & 5 MEN	\$227.00
Each additional man	\$ 26.00	Each additional man	\$ 37.00
<b>Additional Van and Driver:</b>	<b>\$ 67.00</b>	<b>Additional Van and Driver</b>	<b>\$ 79.00</b>

**SECTION B (These rates apply as outlined in Note B below)**

<b>Regular Time</b> (See Item 330)		<b>Overtime</b> (See Item 330)	
VAN & 2 MEN	\$107.00	VAN & 2 MEN	\$134.00
VAN & 3 MEN	\$138.00	VAN & 3 MEN	\$177.00
VAN & 4 MEN	\$169.00	VAN & 4 MEN	\$220.00
VAN & 5 MEN	\$200.00	VAN & 5 MEN	\$264.00
Each additional man	\$ 31.00	Each additional man	\$ 43.00
<b>Additional Van and Driver:</b>	<b>\$ 76.00</b>	<b>Additional Van and Driver</b>	<b>\$ 91.00</b>

The time shall be charged beginning with arrival of van and crew at shipment's origin and ending at completion of all carrier's services at shipment's destination.

NOTE A- Where additional men and equipment are to be so used, the number of vans and/or additional men to be used shall be agreed to by shipper in writing prior to the move.

NOTE B- Rates contained in SECTION B pertain to moves to/from **Cherokee**, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett and Henry Counties.

**NOTE C- Carriers can apply a two (2) hour minimum on weekdays and a three (3) hour minimum on weekends and holidays.**

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SECTION II

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HOURLY TRANSPORTATION CHARGES

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**ITEM 490**

**HOURLY PACKING AND UNPACKING CHARGES**

(When services are performed at the actual time of the move.)

When packing and/or unpacking services are requested by the shipper or agent and, carrier furnished packing materials and performs packing and/or unpacking services, using van crew during actual time of move, charges will be based on same rate as the moving, and, in addition, charges for containers furnished by the carrier will be those charges published in this tariff as PACKING CONTAINER CHARGES IN SECTION III, ITEM 510 OR as amended.

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## Section III

# Weight & Distance rates for moves Over 50 miles

Item 500	Rates Apply On And Are Subject To A Maximum Rate
Item 510	Packing Containers, Packing And Unpacking
Item 520	Waiting Time
Item 530	Extra Pickup Or Delivery
Item 540	Overtime Loading And Unloading
Item 550	Reweighing Charge
Item 560	Bulky Articles, Loading And Unloading Charge
Item 570	Extra Labor Charges
Item 580	Storage in Transit Charges

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SECTION III

DISTANCE TRANSPORTATION RATES

**r ITEM 500A  
CANCELS  
ITEM 500**

**RATES APPLY ON AND ARE SUBJECT TO A MAXIMUM RATE AS FOLLOWS:**

Shipments released to a value not exceeding \$300.00 per move. (See NOTE A)  
SHIPMENTS transported between all points in the State of Georgia EXCEPT shipments moving under Provisions of Item 330 and/or charges in Section II.

NOTE A—For rates to apply on SHIPMENTS where the declared value exceeds \$300.00 per move see Item 90.

Rates are in dollars and cents per 100 pounds applied to actual weight (Subject to Items 40, 90, 110, 120, 130, 140 and 150) on SHIPMENTS when released to a value not exceeding \$300.00 per move, and includes loading and unloading and the actual movement or transportation of property from origin to destination.

Break Point indicates weight at which a lower charge develops by use of lowest weight and applicable rate in next higher weight bracket.

Miles	1,000 lbs TO 1,999 lbs	Break Point	2,000 lbs TO 3,999 lbs	Break Point	4,000 lbs TO 7,999 lbs	Break Point	8,000 lbs TO 11,999 lbs	Break Point	12,000 lbs TO 15,999 lbs	Break Point	16,000 lbs & Over
51-60	36.50	1616	29.50	3458	25.50	6353	20.25	11259	19.00	14316	17.00
61-70	38.50	1558	30.00	3467	26.00	6308	20.50	11415	19.50	14359	17.50
71-80	40.00	1575	31.50	3429	27.00	6519	22.00	11045	20.25	15012	19.00
81-90	41.00	1561	32.00	3438	27.50	6618	22.75	10813	20.50	15220	19.50
91-100	42.50	1553	33.00	3394	28.00	6643	23.25	10710	20.75	15229	19.75
101-110	43.50	1563	34.00	3353	28.50	6877	24.50	10531	21.50	15070	20.25
111-120	45.50	1516	34.50	3362	29.00	6828	24.75	10668	22.00	14909	20.50
121-130	47.00	1532	36.00	3333	30.00	6667	25.00	10680	22.25	14921	20.75
131-140	48.00	1542	37.00	3297	30.50	6689	25.50	10706	22.75	15121	21.50
141-150	49.50	1515	37.50	3307	31.00	6710	26.00	10731	23.25	15312	22.25
151-160	50.50	1525	38.50	3273	31.50	6794	26.75	10991	24.50	14694	22.50
161-170	52.00	1538	40.00	3250	32.50	6769	27.50	10800	24.75	15030	23.25
171-180	53.00	1528	40.50	3259	33.00	6788	28.00	10821	25.25	15050	23.75
181-190	54.50	1505	41.00	3268	33.50	6866	28.75	10643	25.50	15529	24.75
191-200	55.50	1495	41.50	3277	34.00	6882	29.25	10872	26.50	15245	25.25

Conc. on following page

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**EFFECTIVE: July 15, 2004**

DEPARTMENT OF MOTOR VEHICLE SAFETY  
D.M.V.S. MF HHG NO. 1

SECTION III

DISTANCE TRANSPORTATION RATES

**r ITEM 500A**  
**continued**

Miles	1,000 lbs TO 1,999 lbs	Break Point	2,000 lbs TO 3,999 lbs	Break Point	4,000 lbs TO 7,999 lbs	Break Point	8,000 lbs TO 11,999 lbs	Break Point	12,000 lbs TO 15,999 lbs	Break Point	16,000 lbs & Over
201-220	56.50	1487	42.00	3333	35.00	6971	30.50	10820	27.50	15127	26.00
221-240	58.00	1500	43.50	3264	35.50	7042	31.25	10944	28.50	15018	26.75
241-260	59.50	1496	44.50	3281	36.50	6959	31.75	11055	29.250	15179	27.75
261-280	61.00	1508	46.00	3217	37.00	7135	33.00	11091	30.50	15213	29.00
281.-300	62.00	1516	47.00	3234	38.00	7000	33.25	11278	31.25	15616	30.50
301-320	63.50	1512	48.00	3333	40.00	7000	35.00	11229	32.75	15267	31.25
321-340	65.50	1511	49.50	3273	40.50	7012	35.50	11324	33.50	15642	32.75
341-360	66.50	1519	50.50	3287	41.50	7036	36.50	11507	35.00	15200	33.25
361-380	68.50	1504	51.50	3262	42.00	7095	37.25	11436	35.50	15549	34.50
381-400	69.50	1511	52.50	3314	43.50	6989	38.00	11526	36.50	15562	35.50
401-420	71.00	1493	53.00	3321	44.00	7273	40.00	11400	38.00	15368	36.50
421-440	72.50	1490	54.00	3296	44.50	7371	41.00	11415	39.00	15282	37.25
441-460	74.00	1486	55.00	3309	45.50	7253	41.25	11709	40.25	15106	38.00
461-480	75.00	1480	55.50	3351	46.50	7269	42.25	11716	41.25	15515	40.00
481-500	76.00	1487	56.50	3398	48.00	7250	43.50	11517	41.75	15713	41.00

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DEPARTMENT OF MOTOR VEHICLE SAFETY  
D.M.V.S. MF HHG NO. 1

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SECTION III

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SPECIAL RATE AND CHARGES

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**@ ITEM 510A  
CANCELS  
ITEM 510**

**PACKING CONTAINERS, PACKING AND UNPACKING**

PACKING CONTAINERS and UNPACKING RATES APPLY AS FOLLOWS:

1. Packing Container Charge includes container and materials, which remain the property of the consignee. (See NOTE B)
2. Packing rates include packing service of carrier furnished containers.
3. UNPACKING RATES include unpacking service of containers furnished and packed by carrier and disposal of such containers and materials if requested by the consignees.
4. Unpacking service, if ordered, must be performed at time of delivery unless consignee requests otherwise.
5. If consignee requests that unpacking of carrier packed items be performed subsequent to the time of delivery, the unpacking charges provided herein will apply subject to a minimum charge of \$33.10.

NOTE A- When cartons of more than 3 cu. ft. capacity are used and no rate is shown for the size carton used, charges shall be based on the rate for the next lower size carton shown.

NOTE B- Length, width and depth by inches and cubical content must be shown on all cartons.

NOTE C- In applying charge for mattress cartons, if the size furnished exceeds the dimensions for which charges are shown, the charge for the next greater size shall apply.

NOTE D- The packing service charge for crates and containers (specially designed for mirrors, paintings, glass or marble tops and similar fragile articles), including packing and the construction of such special crates and containers, which remain the property of the consignee.

NOTE E- When packing containers are furnished to shipper at carrier's warehouse, charges shown in PACKING CONTAINER CHARGE in this item will apply. Such material will be furnished folded flat or set up for use, at shipper's request.

NOTE F- Packing containers referred to in this item must be clean and serviceable.

NOTE G- Rates contained in this Item apply to hourly rated moves when services are performed at any time other than the actual move.

**NOTE H- Paper pads may be sold upon shipper's request and while in public storage only.**

Conc. on following page

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**EFFECTIVE: July 15, 2004**

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DEPARTMENT OF MOTOR VEHICLE SAFETY  
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SECTION III

SPECIAL RATE AND CHARGES

**@ ITEM 510A**  
**continued**

SERVICE	PER	PACKING CONTAINER CHARGE (See NOTE A)	PACKING RATES (See NOTE B)	b-PACKING RATES Overtime (See NOTE B) (See ITEM 330)	UNPACKING RATES (See NOTE C)	@ -UNPACKING RATES Overtime (See NOTE C)
<b>DRUM, DISH-PACK</b> (Drum, Dish-pack, barrels or other specially designed containers, of not less than 5 cu ft. capacity, for use in packing glassware, china, bric-a-brac, table lamps or similar fragile articles.)	Each	\$ 20.00	\$ 18.00	\$ 22.00	\$ 6.00	\$ 10.00
<b>CARTONS:</b> Less than 3 cu. ft. (Not less than 200 lb. Test.) (See NOTE A)	Each	4.00	4.00	5.00	1.00	2.00
3 cu. ft. (Not less than 200 lb. test)	Each	6.00	7.00	9.00	2.00	4.00
4 ½ cu. ft. (Not less than 200 lb. test)	Each	7.00	8.00	10.00	3.00	5.00
6 cu. ft. (Not less than 200 lb. test)	Each	8.00	10.00	12.00	3.00	5.00
6 ½ cu. ft. (Not less than 200 lb. test)	Each	9.00	11.00	14.00	4.00	7.00
<b>WARDROBE CARTON</b> , not less than 10 cu. ft.	Each	15.00	4.00	5.00	1.00	2.00
<b>MICROWAVE CARTON</b> .....	Each	18.00	6.00	8.00	2.00	4.00
<b>MATTRESS CARTONS</b> (See NOTE C):						
Crib.....	Each	6.00	4.00	5.00	1.00	2.00
Mattress Carton (Not exceeding 39" x 75")	Each	10.00	4.00	5.00	2.00	3.00
Mattress Carton (Not exceeding 54" x 75 ")	Each	13.00	4.00	5.00	2.00	3.00
Mattress Carton (Exceeding 54" x 75")	Each	21.00	7.00	9.00	4.00	6.00
Mattress Carton (39" x 80")	Each	14.00	4.00	5.00	2.00	3.00
<b>MATTRESS COVER</b> (Paper or Plastic)	Each	7.00	2.00	3.00	1.00	2.00
<b>CORRUGATED CONTAINERS:</b> (Specially designed or constructed for mirrors, paintings, glass or marble tops, and similar fragile articles.)	Each	16.00	11.00	14.00	3.00	6.00
<b>GRANDFATHER CLOCK CONTAINER</b>	Each	35.00	6.00	8.00	2.00	4.00
<b>CRATES:</b> (Other than corrugated, specially constructed for mirrors, paintings, glass or marble tops and similar fragile articles.) (See NOTE D)...						
Gross Measurement of crate.....	a	.....	8.00	10.00	1.00	3.00
Minimum charge per crate.....	Each	.....	34.00	43.00	3.00	5.00
A – Per cubic foot or fraction thereof.						
B – Packing rates, other than the regular hours of service as specified in Item 330.						
<b>Paper Pads</b> (See Note H, which restricts the sale)	Each	6.00				

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**July 15, 2004**

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DEPARTMENT OF MOTOR VEHICLE SAFETY  
D.M.V.S. MF HHG NO. 1

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SECTION III

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SPECIAL RATE AND CHARGES

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**ITEM 520**

**WAITING TIME**

Not the fault of the carrier, per vehicle and labor.....Hour.....Applicable hourly rate contained in Section II (See NOTE A and B)

NOTE A- Unless otherwise provided by agreement, loading and unloading will be performed between the hours of 8 A.M. and 5 P. M. and waiting time will be applicable only between these hours subject to free time as follows:

When shipment is traveling more than 100 miles but less than 200 miles, one (1) hour free time will be allowed.

When shipment is traveling 200 or more miles, three (3) hours free time will be allowed.

NOTE B- When shipment is traveling 51 or more miles, but not over 100 miles, no free time will be allowed

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**ITEM 530**

**EXTRA PICKUP or DELIVERY**

(See Item 350)	PER	RATE
	STOP	\$50.00

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DEPARTMENT OF MOTOR VEHICLE SAFETY  
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SECTION III

SPECIAL RATE AND CHARGES

**ITEM 540**

**OVERTIME LOADING AND UNLOADING:**  
(See NOTE C)

An additional charge for each overtime loading or each overtime unloading when the service is performed at any point will be.....Cwt..... \$ 2.15

The above charges are applicable when the service is performed on Saturdays, Sundays or holidays when this service is made necessary by landlord requirements, or is required by prevailing laws or ordinances, or is rendered at the specific request of the shipper or his agent made in writing and the shipper or his agent is notified he will be assessed the legal tariff charge for this service before the loading and/or unloading begins. (See NOTE A, B, C and D)

NOTE A- Charge will be based on actual weight subject to the minimum of 1000 pounds.

NOTE B- The charges in this paragraph will not apply on shipments delivered to a warehouse at destination.

NOTE C- These charges shall not apply when the service is performed for carrier's convenience. This overtime service will be rendered only at the option of the shipper.

NOTE D- This item will also apply between the hours of 5:00 P.M. and 8:00 A.M. Mondays through Fridays when:

1. Such service is made necessary by landlord requirements or,
2. Such service is required by prevailing laws and ordinances or,
3. When such service is requested, in writing, by shipper or his agent, for delivery of storage-in-transit shipments from warehouse to residence at destination and shipper is notified he will be assessed the legal tariff charges before the loading and/or unloading begins.

**ITEM 550**

**REWEIGHING CHARGE**

- (a) The carrier, upon request of shipper, owner, or consignee, made prior to delivery of a shipment, and when practicable to do so will reweigh the shipment. The lower of the two net scale weights shall be used for determining the applicable charges. If the reweigh develops a net scale weight in excess of the initial net scale weight or if the difference between the initial net scale weight and the reweigh net scale weight is less than 100 pounds on a shipment weighing 5,000 pounds or less or two per cent or less on the lower net scale weight on shipments in excess of 5,000 pounds, the reweigh charge shall be \$45.00.
- (b) When requested by shipper to do so, carrier will notify shipper by telegraph or telephone (as requested) of weight and /or charges upon ascertainment of same. Actual cost of such telegraphic or telephonic notification shall be collected from the shipper.

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DEPARTMENT OF MOTOR VEHICLE SAFETY  
D.M.V.S. MF HHG NO. 1

SECTION III

SPECIAL RATE AND CHARGES

**ITEM 560**

**BULKY ARTICLES, LOADING AND UNLOADING CHARGE:**

(See NOTES A, B and C)

When a shipment includes articles listed in the schedule below, the following additional charges covering the handling, blocking, loading and unloading, will apply for each article, each time loading and unloading service is required (except when loading or unloading is for carrier's convenience):

AUTOMOBILE .....	Each	\$90.00
BOATS, over all length, less than 14 feet .....	Each	no charge
BOATS, over all length, 14 feet to 20 feet inclusive .....	Each	\$90.00
BOATS, over all length, in excess of 20 feet .....	Each	\$135.00
MOTORCYCLES, of 250 cc, and over .....	Each	\$70.00
TRACTORS AND RIDING MOWERS, of less than 25 horsepower.....	Each	\$60.00
TRACTORS AND RIDING MOWERS, of 25 horsepower and over.....	Each	\$85.00
TRAILERS .....	Each	\$45.00
PLAYHOUSES, TOOL SHEDS, UTILITY SHEDS, HOT TUBS, SPAS WHIRLPOOL BATHS, JACUZZIES (Transported set-up, not dismantled), in excess of 100 cubic feet .....	Each	\$105.00

NOTE A- When a boat is mounted on a boat trailer, such will be considered as two separate articles and separate charges will apply.

NOTE B- The charges provided for in this item will NOT apply when shipper orders EXCLUSIVE USE OF A VEHICLE under ITEM 130 of this tariff.

NOTE C- The charges provided for in this item will not apply on canoes, dingies, kayaks, sculls or skiffs.

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DEPARTMENT OF MOTOR VEHICLE SAFETY  
D.M.V.S. MF HHG NO. 1

SECTION III

SPECIAL RATE AND CHARGES

**ITEM 570**

**EXTRA LABOR CHARGES**

The following Labor charges cover all services for which no charges are otherwise provided for in this tariff, when such services are requested by the shipper or his agent: (See NOTE A and B)

REGULAR TIME  
(See Item 320)  
PER HOUR

-----  
\$ 26.00

ALL OTHER TIME  
(See Item 320)  
PER HOUR

-----  
\$ 37.00

NOTE A- Charges are based on a per man needed and/or requested.

NOTE B- This Item shall not apply on movements classified as "Hourly" moving under rates contained in Section II.

**ITEM 580**

**STORAGE IN TRANSIT CHARGES:**

Rates are in cents per 100 pounds and apply at points shown herein based on location of warehouse where storage in transit service is provided. (Charges based on actual weight subject to 1,000 pounds minimum.)

**STORAGE CHARGE**

First day charges

Cwt. \$ 3.80

Each additional day charge

Cwt. \$ .10

Valuation charge:

If option 1 in Item 590 applies

No additional charge

If option 2 in Item 590 applies

10% of warehouse storage  
and handling charge

NOTE: Storage charges apply on a per-day basis.

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# Section IV

## EXCESS VALUATION CHARGES

Item 590      Excess Valuation Charges

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ISSUED:	November 21, 2000	EFFECTIVE:	November 1, 2001
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DEPARTMENT OF MOTOR VEHICLE SAFETY  
D.M.V.S. MF HHG NO. 1

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SECTION IV

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EXCESS VALUATION CHARGE

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**ITEM 590A  
CANCELS  
ITEM 590**

**EXCESS VALUATION CHARGES**

(See Note A)

(Subject to Items 90 and 180)

(A) On all shipments moving under the provisions as provided for in this tariff, there are two options available to cover loss and/or damages.

OPTION 1: Actual cash value. This option provides for reimbursement not exceeding Three Hundred (\$300.00) dollars per move, based on depreciated value at the time of loss or damages. This option is provided in the transportation charges with no additional charge to the shipper. Should shipment be involved in a catastrophe such as fire, accident or any other nature, the carrier assumes liability not to exceed Twenty Five Hundred (\$2,500.00) dollars.

OPTION 2: Full value protection. This option provides coverage based on current Replacement value at the time of loss or damage, up to the dollar amount of valuation declared. The additional cost is based on the actual value declared and the deductible, if any, declared.

**DECLARATION**

Prior to the move the shipper must select one of the options by completing the addendum made a part of the shipping order and be evidenced by their signature and date. Should the shipper refuse to select one of the options, the carrier will not be required to perform the move.

OPTION 1: Depreciated Value - \$300.00 Per Move  
No additional charge

OPTION 2: (a) Replacement Value (See NOTE A) - No deductible  
- Additional charge of \$8.75 per one thousand (\$1000.00) dollars of declared value.  
(b) Replacement Value (See NOTE A) - \$300.00 deductible  
- Additional charge of \$2.92 per one thousand (\$1000.00) dollars of declared value.

Should carrier fail to secure the shippers declaration completed and signed prior to any movement, the shipper will be considered to have chosen Option 2 (a) at no charge to the shipper.

NOTE A- Declared value must be an amount equal to or exceeding **\$5,000.00** per room excluding halls, attics, garage, closets and baths. A self-storage unit **up to size 10 X 10 shall constitute one room for the purpose of valuation.**

NOTE B- Rates contained in this Item are not subject to maximum rate rules.

**NOTE:** Change to NOTE A – Declared value per room.

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# **Section V**

## **Definitions, Abbreviations and Reference Marks**

### **Forms including:**

**Claims log, Bill of Lading,**

**Addendum to Uniform**

**Household Goods Bill of Lading,**

**Binding Estimate Form,**

Item 600	Definition of Technical Terms
Item 610	Abbreviation or Explanation or Reference Mark Forms

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DEPARTMENT OF MOTOR VEHICLE SAFETY  
D.M.V.S. MF HHG NO. 1

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SECTION V

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DEFINITIONS AND ABBREVIATIONS

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**ITEM 600**

**DEFINITION OF TECHNICAL TERMS**

**CARRIER** means household goods carrier as defined in O.C.G.A. 46-1-1.

**COMMISSION** means the Public Service Commission of the State of Georgia.

**CONSIGNEE** means the person named in the bill of lading to whom or to whose order the bill promises delivery.

**CONSIGNOR** means the person named in the bill of lading as the person from whom the goods have been received for shipment.

**DEBTOR** means the person(s) and/or corporation(s) obligated to pay a freight charge of a carrier.

**DISTANCE TABLE** means Households Goods Guide 17 and SMC ProMiles and any reissue thereof authorized by the Commission for use in connection with rates described thereon

**ESTIMATED COST OF SERVICES** means a written document prepared by the carrier and furnished to the shipper, which shows the total cost estimated by the carrier for the services as described thereon.

**HOUSEHOLD GOODS** means any personal effects and property used or to be used in a dwelling.

**MAXIMUM FIXED RATE** means any specific rate named in this tariff. Carriers may not charge a rate higher than a maximum fixed rate.

**MOTOR VEHICLE** means any motor truck, tractor or other self-propelled highway vehicle used for transportation of property over the public highways, and any trailer, semi-trailer, dolly or other vehicle drawn thereby.

**NOT TO EXCEED PRICE** means the maximum charge that may be assessed on a shipment, as enumerated on the Agreement of Moving Services, subject to any Change Order for Services.

Conc. on following page

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DEPARTMENT OF MOTOR VEHICLE SAFETY  
D.M.V.S. MF HHG NO. 1

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SECTION V

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DEFINITIONS AND ABBREVIATIONS

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**ITEM 600**  
**continued**

**PACKING** means any accessorial service performed in preparing a shipment (or portion thereof), prior to loading, except services for which rates and charges are otherwise provided in this tariff.

**RATE** means any unit charge for services including the rating, governing rules, and accessorial charges applying to connection with that service.

**SHIPMENT** means a quantity of property tendered for transportation to one carrier, at a time, on one shipping document by:

- (a) One shipper at one point of origin for one consignee at one point of destination; or
- (b) One shipper at more than one point of origin ( or more than one shipper at one or more points of origin), for one consignee or one point of destination (Split Pickup); or
- (c) One shipper at one point of origin for one consignee at more than one point of destination (or for more than one consignee at one or more points of destination) (Split Delivery); or
- (d) One shipper at more than one point of origin (or more than one shipper at one or more points of destination) (Split Pickup and Delivery in Combination); or
- (e) One or more shippers in a manner described in subparagraphs (a), (b), or (c) above to and from one point of storage-in-transit, except as provided in Note of Item.

**SHIPPER** means the party whom contracts with a carrier to cause property to be moved from one place to another.

**STORAGE-IN-TRANSIT** means storage of a shipment at request of consignor or consignee at one point between point(s) of origin and point(s) of destination for a period not to exceed 180 days.

**UNPACKING** means any accessorial service performed in connection with delivery of a shipment (or portion thereof), subsequent to unloading, except services for which rates and charges are otherwise provided in this tariff.

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DEPARTMENT OF MOTOR VEHICLE SAFETY  
D.M.V.S. MF HHG NO. 1

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SECTION V

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DEFINITIONS AND ABBREVIATIONS

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**ITEM 610**

**ABBREVIATION OR EXPLANATION  
OR REFERENCE MARK**

-----	-----
ρ.....	Denotes reduction.
◆.....	Denotes increase.
▲.....	Denotes change in wording neither which results in neither increase nor reduction in charges.
@.....	Denotes addition.
%.....	Per cent.
(x).....	Except as noted.
Conc.....	Concluded.
Cont.....	Continued.
Cwt.....	Per hundred pounds.
GPSC.....	Department of Motor Vehicle Safety.
lbs.....	Pounds.
M.....	Denotes thousand pounds.
MF.....	Motor Freight.
N or (N).....	Not subject to increase authorized in Item 1.
thru.....	Through
Viz.....	Namely.

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DEPARTMENT OF MOTOR VEHICLE SAFETY  
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SECTION V

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DEFINITIONS AND ABBREVIATIONS

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SECTION V

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DEFINITIONS AND ABBREVIATIONS

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**Section IV      Excess Valuation Charges**

Item 590	Excess Valuation Charges
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**Section V      Abbreviations and Reference Marks Forms: including Claims Log, Bill of Lading, Addendum to Uniform Household Goods Bill of Lading, Binding Estimate Form,**

Item 600	Definition of Technical Terms
Item 610	Abbreviation or Explanation or Reference Mark

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**COMBINED UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL:****(FOR HOURLY SHIPMENTS)**

Combined Uniform Household Goods Bill of Lading and Freight Bill

Not Negotiable (to be issued to shipper at time goods are received by carrier)

Carrier \_\_\_\_\_

**NO.** \_\_\_\_\_

Address \_\_\_\_\_

**D.M.V.S.No.** \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Phone \_\_\_\_\_

**Shipper No.** \_\_\_\_\_

Received pursuant to Order of Service (if any) and subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading.

Issued at \_\_\_\_\_ Date \_\_\_\_\_

Consigned to \_\_\_\_\_

From \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

City \_\_\_\_\_

Notify \_\_\_\_\_

The property described below (contents and conditions of contents of packages unknown) consigned and described as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to destination indicated above. If within the scope of its lawful operations, otherwise to deliver to another carrier to deliver to said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of route to destination, and to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

**Special Services Authorized By Shipper**
☐ Use of Auxiliary Service at  
Origin ☐ Destination ☐
☐ Other (Explain) \_\_\_\_\_

Signature of Shipper or His Agent  
THE CARRIER ASSUMES NO  
LIABILITY WHATSOEVER FOR  
ARTICLES OF EXTRA-ORDINARY  
VALUE AS DEFINED ON THE  
REVERSE UNLESS SPECIFICALLY  
LISTED AND DECLARED BELOW:

DESCRIPTION DECLARED  
VALUE

ContainersCharges  
Quant Rate

**Items**BARREL, dish-pack drum, et cet eraCARTONS: Less Than 3 cubic feet1 1/2 cubic feet3 cubic feet4 1/2 cubic feet6 cubic feet6 1/2 cubic feetWardrobe Carton, Not less than 10 cu. ftMattress Carton, CribMattress Carton (Not exceeding 39" x 75")Mattress Carton (Not exceeding 54" x 75")Mattress Carton (Exceeding 54" x 75")Mattress Cover (plastic or paper)CRATES AND CONTAINERS:Gross measurement of crate or container

TOTAL CONTAINER CHARGES \_\_\_\_\_

**ADDITIONAL SERVICES PERFORMED****RATE**

Rates Based on Tariff No. GPSC MF HHG No. 1

Sec. \_\_\_\_\_

**HOURLY TRANSPORTATION**

Shipper to insert time loading started &amp; unloading-completed, and time taken for lunch (if any).

Containers, Packing &amp; Unpacking Schedule Above

Binding EstimateNot To Exceed EstimateValuation ChargesTime Started \_\_\_\_\_; Completed \_\_\_\_\_Less Lunch (if any)Reg. Time Van & Men HoursO'time Van & Men Hours

All advance or lawful charges must be paid in cash, certified check, traveler's check, or cashier's check (one drawn by a bank on itself and signed by an officer of the bank) upon completion of all services, unless otherwise indicated by the carrier.

PRE-PAID ☐ CHARGE ☐TOTALPAID TO APPLYBALANCE DUE

On shipments moving on hourly basis, the shipper expressly releases their shipment for movement as evidenced by their signature and declaration on the attached "Addendum to Uniform Household Goods Bill of Lading." Such document shall become a permanent part of the bill of lading covering the movement as identified.

Shipment received \_\_\_\_\_ 20 \_\_\_\_\_ subject to term and conditions, and shipper's declaration

(Carrier)

By \_\_\_\_\_

The above described shipment was received in good condition except as noted.

Date Delivered \_\_\_\_\_ 20 \_\_\_\_\_

Consignee \_\_\_\_\_

THIS FORM IS PRESCRIBED BY THE DEPARTMENT OF MOTOR VEHICLE SAFETY

**ISSUED:****November 21, 2000****EFFECTIVE: November 1, 2001**

**@ CONTRACT TERMS AND CONDITIONS A OF UNIFORM HOUSEHOLD GOODS BILL OF LADING FOR HOURLY RATED SHIPMENTS ONLY CANCELS**

**CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING FOR HOURLY RATED SHIPMENTS ONLY**

This contract is subject to all the rules, regulations, rates and charges, in currently effective applicable tariff on file with the Department of Motor Vehicle Safety including, but no limited to, the following terms and conditions:

**SECTION 1.** The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage in transit EXCEPT for condition or flavor of perishable articles, and EXCEPT documents, currency, money, jewelry, watches, precious stones or articles of extraordinary value which are not specifically listed on the bill of lading, and EXCEPT loss or damage caused by or resulting:

- (a) From an act, omission or order of shipper;
- (b) From insects, moth, vermin and ordinary wear and tear;
- (c) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (d) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by any agent of any such government, power, authority of forces, (D) acts of terrorism; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
- (e) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder;
- (f) From Acts of God.

SUBJECT, in addition to the foregoing, to the further following limitations on the carrier's liability: The carrier's maximum liability shall be either"

- (1) Actual cash value provides for reimbursement for loss or damages not exceeding Three hundred (\$300.00) dollars per move, based on depreciated value at the time of loss or damages. Should goods be involved in a catastrophe such as a fire, accident or any other nature, the Carrier will assume liability not to exceed Twenty five hundred (\$2500.00) dollars.
- (2) Full Value Protection provides coverage based on current replacement value at the time of loss or damage, up to the dollar amount of valuation declared by the shipper

**SECTION 2.** The carrier shall not be liable for delay caused by highway obstruction, faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

**SECTION 3.** Shipper shall:

- (a) Be liable for any and all charges applicable under carrier's tariffs, and pay therefore as provided in said tariff; and
- (b) indemnify carrier against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

**SECTION 4.** If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and there held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

**SECTION 5.** If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay lawfully applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon the notice and in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper in general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance, if any, shall be paid to the owner of the property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

**SECTION 6.** As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within ninety (90) days after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and on (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filled or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid.

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**ISSUED: July 1, 2004**

**EFFECTIVE: July 15, 2004**

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**COMBINED UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL:**

Combined Uniform Household Goods Bill of Lading and Freight Bill

Not Negotiable (to be issued to shipper at time goods are received by carrier)

Carrier \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Phone \_\_\_\_\_

NO. \_\_\_\_\_

D.M.V.S. No. \_\_\_\_\_

Shipper No. \_\_\_\_\_

Received pursuant to Order of Service (if any) and subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading.

Issued at \_\_\_\_\_ Date \_\_\_\_\_

From \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

Consigned to \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

Notify \_\_\_\_\_

The property described below (contents and conditions of contents of packages unknown) consigned and described as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to destination indicated above. If within the scope of its lawful operations, otherwise to deliver to another carrier to deliver to said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of route to destination, and to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all conditions no prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

ITEMS	QUANT.	RATE	AMOUNT	QUANT.	RATE	AMOUNT	QUANT.	RATE	AMOUNT
BARRELL, dish-pack drum, et cetera									
CARTONS: Less Than 3 cubic feet									
3 cubic feet									
4 ½ cubic feet									
6 cubic feet									
6 ½ cubic feet									
Wardrobe Carton, Not less than 10 cu. ft.									
Mattress Carton, Crib									
Mattress Carton (Not exceeding 39" x 75")									
Mattress Carton (Not exceeding 54" x 75")									
Mattress Carton (Exceeding 54" x 75")									
Mattress Cover (plastic or paper)									
CRATES AND CONTAINERS:									
Gross measurement of crate or container									

Special Services Authorized by Shipper	TOTAL CONTAINER CHARGE		TOTAL CONTAINER CHARGE		TOTAL CONTAINER CHARGE	
	ADDITIONAL SERVICES PERFORMED		RATE		CHARGES	
<input type="checkbox"/> Expedited Service Ordered By Shipper	Rates Based on Tariff GPSC MF HHG No. 1		Sec			
<input type="checkbox"/> Delivery on _____	Weight Gross		Lb. Tare		Lbs. Net	
<input type="checkbox"/> Exclusive use of a _____ cu. ft. vehicle	Mileage: Straight shipments (no storage in transit)		Miles:			
<input type="checkbox"/> Space reservation _____ cu. ft. ordered	Mileage: Storage in transit shipment: Origin to Warehouse		Miles:			
<input type="checkbox"/> Use of Auxiliary Service at	Mileage: Warehouse to Destination		Miles:			
<input type="checkbox"/> Origin <input type="checkbox"/> Destination <input type="checkbox"/>	Extra pick-up & deliveries		Stops at		Per Stop	
<input type="checkbox"/> Other (Explain)	Storage in Transit		Lbs. at		Per Cwt.	
<input type="checkbox"/> Notification Expense Payable by Shipper	Whse. Handling		Lbs. at		Per Cwt.	
Signature of Shipper or His Agent	Valuation Charge					
THE CARRIER ASSUMES NO	Containers, Packing and unpacking from schedules above					
LIABILITY WHATSOEVER FOR	Binding Estimate amount					
EXTRA-ORDINARY VALUE AS	Not to Exceed Estimate amount					
DEFINED IN ITS TERMS AND CON-						
DITIONS ON THE REVERSE UNLESS						
SPECIFICALLY LISTED AND						
DECLARED BELOW:						
DESCRIPTION	DECLARED					
	VALUE					

All advance or lawful charges must be paid in cash, certified check, traveler's check, or cashier's check (one drawn by a bank on itself and signed by an officer of the bank) upon completion of all services, unless otherwise indicated by the carrier.

PRE-PAID ☐ CHARGE ☐

TOTAL

PAID TO APPLY

BALANCE DUE

On shipments moving on weight/distance basis, the shipper expressly releases their shipment for movement as evidenced by their signature and declaration on the attached "Addendum to Uniform Household Goods Bill of Lading." Such document shall become a permanent part of the bill of lading covering the movement as identified.

Shipment received \_\_\_\_\_ 20\_\_\_\_ subject to term and conditions, and shipper's declaration

(Carrier)

By \_\_\_\_\_

The above described shipment was received in good condition except as noted.

Date Delivered \_\_\_\_\_ 20\_\_\_\_ Consignee \_\_\_\_\_

THIS FORM IS PRESCRIBED BY THE DEPARTMENT OF MOTOR VEHICLE SAFETY

**ISSUED: November 21, 2000****EFFECTIVE: November 1, 2001**

**@ CONTRACT TERMS AND CONDITIONS A OF UNIFORM HOUSEHOLD GOODS BILL OF LADING FOR WEIGHT/DISTANCE SHIPMENTS ONLY CANCELS**

**CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING FOR WEIGHT/DISTANCE SHIPMENTS ONLY**

This contract is subject to all the rules, regulations, rates and charges, in currently effective applicable tariff on file with the Department of Motor Vehicle Safety including, but no limited to, the following terms and conditions:

**SECTION 1.** The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage in transit EXCEPT for condition or flavor of perishable articles, and EXCEPT documents, currency, money, jewelry, watches, precious stones or articles of extraordinary value which are not specifically listed on the bill of lading, and EXCEPT loss or damage caused by or resulting:

- (a) From an act, omission or order of shipper;
- (b) From insects, moth, vermin and ordinary wear and tear;
- (c) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (d) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by any agent of any such government, power, authority of forces, (D) acts of terrorism; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
- (e) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder;
- (f) From Acts of God.

SUBJECT, in addition to the foregoing, to the further following limitations on the carrier's liability:

The carrier's maximum liability shall be either"

- (1) Actual cash value provides for reimbursement for loss or damages not exceeding Three hundred (\$300.00) dollars per move, based on depreciated value at the time of loss or damages. Should goods be involved in a catastrophe such as a fire, accident or any other nature, the Carrier will assume liability not to exceed Twenty five hundred (\$2500.00) dollars.
- (2) Full Value Protection provides coverage based on current replacement value at the time of loss or damage, up to the dollar amount of valuation declared by the shipper

**SECTION 2.** The carrier shall not be liable for delay caused by highway obstruction, faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

**SECTION 3.** Shipper shall:

- (a) Be liable for any and all charges applicable under carrier's tariffs, and pay therefore as provided in said tariff; and
- (b) indemnify carrier against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

**SECTION 4.** If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and there held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

**SECTION 5.** If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay lawfully applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon the notice and in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper in general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance, if any, shall be paid to the owner of the property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

**SECTION 6.** As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within ninety (90) days after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and on (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filled or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid.

**ISSUED:**

**July 1, 2004**

**EFFECTIVE: July 15, 2004**

**ADDENDUM A TO UNIFORM HOUSEHOLD GOODS BILL OF LADING  
CANCELS**

**ADDENDUM TO UNIFORM HOUSEHOLD GOODS BILL OF LADING**

**SHIPPER DECLARATION OF VALUE**

**IMPORTANT:** There are two (2) options available to cover loss and/or damages:

**OPTION 1:** Actual cash value. This option provides for reimbursement for loss or damage **NOT EXCEEDING** Three Hundred (\$300.00) dollars **PER MOVE**, based on the depreciated value at the time of the loss or damage. This option is included in the Transportation and there is no additional CHARGE. Should your goods be involved in a catastrophe such as a fire, accident or of any other nature, the Carrier will assume liability not to exceed Twenty five hundred (\$2500.00) dollars. Carrier shall have option of repairing and/or restoration to the original condition.

**OPTION 2:** Full Value Protection. This option provides coverage based on current replacement value at the time of loss or damage, up to the dollar amount of valuation declared by you (**See Note**). The cost is based on the actual value of the goods, and the Deductible, if any, declared by you. Carrier shall have option of repairing and/or restoration to the original condition.

**\*\* DECLARATION \*\***

Prior to the move the shipper must select one of the options listed below. If shipper refuses to select one of these options, the carrier will not be required to perform the move.

Shipper hereby releases the entire shipment to a value not exceeding:

\_\_\_\_\_  
SIGNATURE OF SHIPPER & DATE      Option 1 – (DEPRECIATED VALUE) – \$300.00 per move based on depreciated value at no additional charge.

\_\_\_\_\_  
SIGNATURE OF SHIPPER & DATE      Option 2(a) – (REPLACEMENT VALUE) – (See Note)  
\$\_\_\_\_\_ with no deductible at a charge of \$8.75 per thousand (\$1,000) of declared value. This would result in an additional charge of \$\_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF SHIPPER & DATE      Option 2(b) – (REPLACEMENT VALUE) – (See Note)  
\$\_\_\_\_\_ with a \$300.00 deductible at a charge of \$2.92 per thousand (\$1,000) of declared value. This would result in an additional charge of \$\_\_\_\_\_.

**NOTE: Must be an amount equal to or exceeding \$5,000 per room excluding halls, attics, garage, closets, and baths. A self storage unit of 10 x 10 will constitute a room.**

This document shall be completed and signed **PRIOR TO MOVE** and made a permanent part of the Bill of Lading.

If Carrier fails to require shipper to choose one of the above Liability Options, the shipper will be considered to have chosen 2(a) (Replacement Value, no deductible) at no charge to the shipper.

BILL OF LADING/ORDER NO: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF SHIPPER \_\_\_\_\_

(    ) HOURLY RATED MOVE      (    ) WEIGHT & DISTANCE MOVE

CARRIER REPRESENTATIVE \_\_\_\_\_  
SIGNATURE

THIS FORM IS PRESCRIBED BY THE DEPARTMENT OF MOTOR VEHICLE SAFETY

**ISSUED:**                      **July 1, 2004**

**EFFECTIVE: July 15, 2004**

**ESTIMATED COST OF SERVICES**

? Proposed charges set forth below are **BINDING AND GUARANTEED** for the items listed for \_\_\_\_\_ days from date hereof: SEE IMPORTANT NOTICE BELOW.

? Proposed charges set forth herein are **NOT TO EXCEED**. Actual charges shall be determined after all services have been completed but shall not exceed the amount set forth below under "Maximum Charges Not To Exceed". SEE IMPORTANT NOTICE BELOW.

**IMPORTANT NOTICES**

- A. This proposal is for listed items and services only. Additional items and services may result in additional costs.
- B. Shipper shall be required to pay for all charges prior to unloading in cash or by certified check or money order, except as maybe otherwise agreed in writing between carrier and shipper.
- C. Carrier's Liability for loss or damage **IS LIMITED TO \$300.00 PER SHIPMENT** unless carrier and shipper agree in writing to a higher limit of carrier liability.
- D. Carrier and Shipper agree that any additional items or services not included in this proposal and the maximum charges therefor may be set forth in an addendum hereto or a substitute proposal executed by carrier and shipper.

ORIGIN	DESTINATION
Shipper _____	Consignee _____
Loading Address _____	Delivery Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
County _____ Phone _____	County _____ Phone _____
<b>PROPOSED COST OF SERVICES</b>	<b>Transportation Cost      PROPOSED CHARGES</b>

1. Weight and distance: Tariff \_\_\_\_\_ No. of Miles \_\_\_\_\_ Est. Weight \_\_\_\_\_ lb. Moving at \_\_\_\_\_ per lb. Trans Charge \_\_\_\_\_

2. Hourly Rated: Vans \_\_\_\_\_ Men \_\_\_\_\_ Estimated Hours \_\_\_\_\_ Rate Per Hour \_\_\_\_\_

PROPOSED COST OF SERVICES	Storage In Transit	PROPOSED CHARGES
3. A) Storage: Weight _____ lb. First Day @ _____ per 100 lb. + Add'l Day(s) @ _____ per 100 lb. _____		
B) Extended Valuation: _____		

PROPOSED COST OF SERVICES	Other Charges	PROPOSED CHARGES
4. Bulky Item(s): (1) _____ \$ _____ (2) _____ \$ _____ (3) _____ \$ _____		
(Auto Make _____ Model _____ Yr _____ WT _____)		
5 Containers, Packing, unpacking _____		
6. Labor _____ Man/Men for _____ Hours @ _____ per man/hour _____		
7. Extra Stop(s) _____		
8. Third Party Charges: _____		
9. Other Charges/Other Local Charges _____		

Shippers Billing Address \_\_\_\_\_ Packing Date(s) \_\_\_\_\_

Pick-up Period	Delivery Period	TOTAL PROPOSED CHARGES
Earliest _____	Earliest _____	MAXIMUM BINDING CHARGES
Latest _____	Latest _____	MAXIMUM CHARGES NOT TO EXCEED

PROPOSED COST OF SERVICES	Valuation	PROPOSED CHARGES
10. ? Depreciated Value    ? Replacement Value _____		
Requested Amt . \$ _____ @ _____ per \$1000.00 or fraction thereof _____		
Estimator _____ Date _____	Issuing Agent _____	MCA No. _____
Shipper _____ Date _____	City/State/Zip _____	Phone _____

THIS FORM IS PRESCRIBED BY THE DEPARTMENT OF MOTOR VEHICLE SAFETY

**ISSUED: November 21, 2000      EFFECTIVE: November 1, 2001**



## CLAIMS LOG FORM

FILE #	DATE OF COMPLAINT	PERSON FILING COMPLAINT	COMPLAINANT	ACTION TAKEN	CLOSE DATE

THIS FORM IS PRESCRIBED BY THE DEPARTMENT OF MOTOR VEHICLE SAFETY

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**ISSUED:** November 21, 2000

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**EFFECTIVE:** November 1, 2001

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